

Terms of use for the digital insurance platform “myEGK”

1 General

1.1 Introduction

EGK-Gesundheitskasse (referred to below as “EGK” or “we”) comprises the Stiftung EGK-Gesundheitskasse foundation and its affiliated joint-stock companies: EGK Grundversicherungen AG (provider of mandatory healthcare insurance under the Federal Health Insurance Act), EGK Privatversicherungen AG (provider of supplementary insurance under the Federal Act on Insurance Policies) and EGK Services AG.

These terms of use deploy gender-neutral language, with “they/their” used to refer to both sexes.

The terms of use for the digital insurance platform “myEGK” (referred to below as “myEGK”) cover the customer portal and the customer app.

EGK offers various digital applications (referred to below as “online services”) on the digital insurance platform myEGK to those it insures. EGK may extend, restrict or discontinue the scope of online services at any time.

The terms of use for myEGK govern the relationship between EGK and the customer when using online services. In what follows, “customer” is taken to mean persons insured with EGK or their legal representatives (parents, holders of power of attorney, guardians, authorities, etc.).

EGK attaches great importance to protecting the privacy of its customers when processing personal data and complies with the applicable provisions of data protection law. Special precautions are required for myEGK, especially in the case of families with several adults. EGK takes suitable measures in such situations to meet data protection requirements.

1.2 Agreement, consent

By registering for a myEGK online service, the customer acknowledges the current terms of use provided online or transmitted. This does not apply to any documents which for legal or technical reasons have to be sent in paper form by post.

1.3 Online documents

Premium and benefit statements, policies and the cost summary for the tax confirmation will be available online only (in PDF format) within one month of registration. The customer may cancel registration and have documents sent by post again at any time.

1.4 Terminating myEGK

Termination of use of myEGK or individual online services may be given by the customer at any time, either in writing online or in paper form. EGK will block the requested online services within one month and send documents by post again.

1.5 Uploading documents

The customer may send documents to EGK for processing in encrypted form using the upload function. EGK reserves the right to reject documents that are of poor quality, incomplete or in an unworkable format, or for other reasons. All documents are stored securely and centrally in the personal EGK archive of the customer and remain stored for the statutory retention periods.

1.6 Amendments to the terms of use

EGK expressly reserves the right to amend these terms of use at any time. Registered customers will be notified of any amendments in writing online or in any other appropriate manner. Rejection of the terms of use will result in EGK blocking access to myEGK.

2 Access to myEGK

2.1 Access authorisation

All persons insured with EGK and resident in Switzerland who have their own actively used email address may generally access myEGK.

2.2 Restrictions

For some online services, the following conditions also apply:

- An active basic or supplementary insurance policy with EGK that has not been terminated
- The online services will be discontinued automatically six months after the policy ends
- Thereafter, any remaining pending transactions will be processed by post

2.3 Registration and identification

To access myEGK and the online services offered, the customer must register using all the personal login details required by EGK for the online services in question (e.g. username, PIN code/password, security code, etc.). Registration will be confirmed by EGK. Written registration may be required in paper form for some online services.

3 Customer's duties of care

EGK draws the customer's attention in particular to the following duties of care when using myEGK:

- The customer must ensure that all login details are kept secret and protected against misuse by unauthorised persons. In particular, PIN codes and/or passwords must be changed as soon as they are received and may not be written down, passed on or stored unencrypted on an end device. PIN codes and/or passwords must not be easily identifiable (telephone number, date of birth, car number plate, simple sequences of figures, etc.).
- The customer is responsible for taking security precautions on their end device (e.g. updates) and for updating the necessary security settings.
- myEGK may not be used for third parties (subject to the use of myEGK under a legal right of representation).
- myEGK may only be used as contractually agreed and for the purposes intended.
- Intellectual property rights and other ownership rights may not be breached.

The customer bears all risks arising from breach of the above or any other generally applicable duties of care.

4 Instructions and notifications

EGK is obliged to carry out instructions issued to it via myEGK or to follow up notifications, provided registration has been properly carried out in accordance with clause 2.3.

5 Security advice and blocking

5.1. Security advice

myEGK services are accessed over the internet. Despite state-of-the-art security precautions, EGK cannot guarantee absolute security. The customer's end device is part of the system but beyond EKG's control, and so can become a weak spot in the system.

EGK draws the customer's attention to the following risks in particular when using myEGK services:

- Poor familiarity with the system and insufficient security precautions on the end device can make unauthorised access easier. Security precautions (e.g. updates) and up-to-date security settings can reduce this risk.
- It cannot be ruled out that the network operator (e.g. the Internet, WLAN or SMS provider) will create a user profile and so be able to track who the customer contacted and when.
- There is a latent risk that a third party could obtain access to the customer's end device unnoticed while the online service of myEGK are being used.
- There is a risk that viruses and the like could spread on the end device when using a network (e.g. Internet, SMS, WLAN) when the end device contacts the network. Suitable security software available on the market can support the customer's security precautions.
- Although the individual packets of data are transmitted encrypted, sender and recipient details remain unencrypted. Data is transmitted over an open network that is accessible to anyone (e.g. the Internet, WLAN). It may therefore be possible to trace a relationship between the customer and EGK. Data can therefore also be sent across borders.
- When using Face ID and/or Touch ID login, security responsibility lies with the device manufacturer or operating system manufacturer as well as the product manufacturer (Face ID, Touch ID). These identification functions are out of the area of control of EGK. When using these functions, the customer carries all risks. EGK cannot accept liability or responsibility for biometric data (fingerprint and/or image material) that are used improperly or for other purposes than intended.

EGK disclaims any liability for failure to follow the security advice, especially for knowingly failing to take reasonable security precautions.

5.1 Blocking

Should EGK detect security risks, it reserves the right to temporarily block access to myEGK in the interests of the customer and to protect EGK.

In the event of suspected misuse of myEGK (e.g. an incorrect password is entered multiple times), EGK reserves the right to temporarily block access to myEGK. Access may also be blocked at the express request of the customer. Pursuant to clause 2.2, the online services of myEGK are always automatically blocked six months after a policy ends.

myEGK may be temporarily disrupted without prior warning for a limited time due to maintenance work. This shall not give rise to entitlement to compensation or any other claims.

6 Data protection and use of data

EGK complies with the applicable data protection regulations when handling personal data. EGK protects personal data entrusted to it against unauthorised access and processing as provided by law by taking up-to-date and appropriate technical and organisational measures.

For detailed information, please see the privacy policy <https://www.egk.ch/en/privacy-policy> of EGK-Gesundheitskasse.

7 Intellectual property

All intellectual property rights to the contents of myEGK remain with the owners of the respective rights. Forwarding, re-producing, changing or publishing some or all of the contents of myEGK without the prior written consent of EGK is prohibited.

8 Warranty and liability

8.1 Operations

EGK endeavours to ensure that myEGK operates properly, but cannot guarantee the availability of online services at all times and without fault.

EGK reserves the right to limit, change or discontinue the provision of online services without stating reasons. EGK shall not be liable for any loss or damage the customer may incur as a result.

8.2 Liability waiver

To the extent permitted by law, EGK rejects all liability for any direct or indirect loss or damage incurred by the customer in connection with the use of myEGK. This specifically covers loss or damage due to the use of information, transmission errors, technical failures, interruptions, disruption or unlawful actions by third parties.

EGK shall also not be liable if myEGK is temporarily interrupted, wholly or partially restricted or rendered impossible due to force majeure or where third parties are culpable. The following in particular are deemed to constitute force majeure: malware (e.g. virus attacks), natural phenomena of particular intensity (earthquakes, avalanches, floods, landslides, etc.), acts of war, rebellion, unforeseeable official restrictions, etc.

9 Fees

Access to myEGK is essentially free of charge. However, EGK reserves the right to introduce fees for online services or change current fees. In such cases the customer will be provided with new terms of use in accordance with clause 1.4 for acceptance.

10 Final provisions

Should any of the provisions in these terms of use be or become invalid, this shall not affect the validity of the remaining provisions.

11 Applicable law and jurisdiction

The terms of use between the customer and EGK are governed by Swiss law.

The sole place of jurisdiction for all legal proceedings is the registered office of EGK in Laufen in the Canton of Basel-Landschaft, except where mandatory Swiss law provides otherwise.

March 2022, Version 1.2